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From the foregoing cases, the following rules seem deducible: Where the excavator has not erected a retaining wall to protect the lateral support, an action for damages lies against him only, regardless of whether he is owner at the time of the subsidence. But, if an excavator places an artificial wall to protect the adjoining soil, such wall becomes a charge upon the land to which it is attached, and a successor in title, to the land on which the wall rests, is liable for the injury resulting from his failure to maintain it.

ARMY AND NAVY—ENLISTMENT OF MINORS—RIGHT OF PARENTS TO DISCHARGE.—The respondent filed a petition in *habeas corpus* on behalf of his brother-in-law to secure his discharge from the army, on the ground that he is a minor, enlisted without his parent's consent. Prior to the petition, formal charges had been preferred against him for fraudulent enlistment, and he was being held to await court-martial. *Held*, the prisoner will not be discharged. *Ex parte Dostal*, 243 Fed. 664. For a discussion of the principles involved, see 4 VA. LAW REV. 232.

AUTOMOBILES—CARE REQUIRED OF AUTOMOBILE DRIVERS—PEDESTRIANS.—While unlawfully playing football in a city street, a boy was run over by an automobile. The boy did not see the approaching automobile, although frequently looking in that direction. The driver of the automobile failed to give any warning of his approach or to make any effort to avoid an accident. *Held*, the driver is liable. *Dervin v. Frenier* (Vt.), 100 Atl. 760. For a discussion of the principles involving the duty of an automobile driver, see 2 VA. LAW REV. 298. For a discussion of the principles involving the duty of a pedestrian, see 4 VA. LAW REV. 145.

BILLS AND NOTES—NEGOTIABILITY—EXTENSION OF TIME.—The Negotiable Instruments Law declares that a negotiable instrument must be payable on demand or at a fixed or determinable future time. The plaintiff, a holder in due course, brought suit upon notes otherwise negotiable, but which contained the provision that "all parties to this note, including sureties, indorsers, and guarantors consent to extensions of time on this note." *Held*, the notes are not negotiable. *Cedar Rapids National Bank v. Weber* (Iowa), 164 N. W. 233.

The provision of the Negotiable Instrument Law concerning certainty of time of payment is merely declaratory of the common law. Under the common law rule it was not required that the date of payment be definitely set forth in the instrument, provided it was payable *absolutely*, that is, it must be certain to fall due. Consequently instruments payable "on demand," "at sight," "after sight," "on or before a certain date" have always been held to be negotiable. *First National Bank v. Skeen*, 101 Mo. 683, 14 S. W. 732. See also BIGELOW, *BILLS, NOTES AND CHECKS*, 2 ed., 32 *et seq.* On this ground it has been held that a provision like the one in the instant case does not destroy the negotiability of the instrument. *City National Bank v. Goodloe-McClelland Com. Co.*, 93 Mo. App. 123.

A distinction was made in the early cases in regard to such provi-